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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

10 GS HOLISTIC, LLC,  
11 Plaintiff

No. 8:24-cv-01339

12  
13 THE FIRM ENTERPRISES, INC.  
14 d/b/a ZIGGY'S SMOKE SHOP,  
15 FATIN ALI and KHALID ALI  
  
Defendant.

**COMPLAINT FOR INJUNCTIVE  
RELIEF AND DAMAGES**

The Plaintiff, GS HOLISTIC, LLC (hereinafter referred to as “GS”), by and through its undersigned counsel, hereby files this, its Complaint against the Defendants, THE FIRM ENTERPRISES, INC. d/b/a ZIGGY'S SMOKE SHOP, FATIN ALI, and KHALID ALI (collectively, “Defendants”), and alleges, as follows:

## **Jurisdictional Allegations**

1. This is a civil action against the Defendants for trademark infringement, counterfeiting, and false designation of origin and unfair competition, under the Lanham Act (15 U.S.C. § 1051 *et. seq.*).

2. This Court has subject matter jurisdiction over the claims in this action that relate to trademark infringement, counterfeiting, and false designation of origin and unfair competition pursuant to the provisions of 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a).

## Venue

3.     Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) in that the Defendants reside in this district, the cause of action occurred in this district, and a substantial part of the events or omissions giving rise to these claims occurred in this judicial district, and Defendants have extensive contacts with this judicial district relating to GS's claims. Defendants conduct regular and systematic business transactions in this judicial district, including direct sales to consumers in this judicial district, which violate the intellectual property rights of GS.

## Parties

4. GS HOLISTIC, LLC is a Delaware Limited Liability Corporation that has its principal place of business at 7162 Beverly Boulevard, #207, Los Angeles, California 90036. GS is the registered owner of the Stündenglass trademarks.

5. THE FIRM ENTERPRISES, INC. d/b/a ZIGGY'S SMOKE SHOP  
(hereinafter referred to as "ZIGGY'S SMOKE SHOP") is a corporation that was  
organized and existing under the laws of the State of California and has its principal  
place of business at 15451 Beach Blvd, Westminster, CA 92683. THE FIRM

1 ENTERPRISES, INC., operates a total of five retail locations under the name  
2 “ZIGGY’S SMOKE SHOP” including the location at issue in this case. FATIN ALI  
3 AND KHALID ALI owns and operates the ZIGGY'S SMOKE SHOP at that location.  
4 ZIGGY'S SMOKE SHOP is a citizen of California.  
5

6. FATIN ALI is domiciled in and a resident of Westminster, California,  
7 and is *sui juris*. FATIN ALI is a citizen of California and regularly conducts and  
8 solicits business in the State of California (including this Judicial District). KHALID  
9 ALI is domiciled in and a resident of Westminster, California, and is *sui juris*.  
10 KHALID ALI is a citizen of California and regularly conducts and solicits business  
11 in the State of California (including this Judicial District). FATIN ALI and KHALID  
12 ALI are the owners of, THE FIRM ENTERPRISES, INC. d/b/a ZIGGY'S SMOKE  
13 SHOP. FATIN ALI AND KHALID ALI control and direct the activities, including  
14 the infringing activities, of Defendant THE FIRM ENTERPRISES, INC. d/b/a  
15 ZIGGY'S SMOKE SHOP.

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20 **Facts Common to All Counts**  
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22 **The History of The Stündenglass Brand.**

23. Since 2020, GS has marketed and sold products using the well-known  
24 trademark “Stündenglass.” The Stündenglass branded products, such as Gravity  
25 Infusers and accessories related thereto, are widely recognized nationally and  
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1       internationally. Indeed, the Stündenglass brand is one of the leading companies in  
2       the industry, known for high quality and innovation of products.

3                 8.       For approximately four years, GS has worked to distinguish the  
4       Stündenglass brand as the premier manufacturer of Gravity Infusers by emphasizing  
5       the brand's unwavering use of quality materials and focusing on scientific principles  
6       which facilitate a superior infusing experience. Stündenglass branded products  
7       embody a painstaking attention to detail, which is evident in many facets of authentic  
8       Stündenglass branded products. It is precisely because of the unyielding quest for  
9       quality and unsurpassed innovation that Stündenglass branded products have a  
10      significant following and appreciation amongst consumers in the United States and  
11      internationally.

12                 9.       As a result of the continuous and extensive use of the trademark  
13       “STÜNDENGLASS,” GS was granted both valid and subsisting federal statutory and  
14       common law rights to the Stündenglass trademark.

15                 10.      GS is the rightful owner of United States trademarks, which are  
16       registered on the Principal Register. The following is a list of GS’s relevant federally  
17       registered trademarks:

18                     a.       U.S. Trademark Registration Number 6,633,884 for the standard  
19       character mark “Stündenglass” in association with goods further identified in

1 registration in international class 011.

2 b. U.S. Trademark Registration Number 6,174,292 for the design  
3 plus words mark “S” and its logo in association with goods further identified  
4 in the registration in international class 034.

5 c. U.S. Trademark Registration Number 6,174,291 for the standard  
6 character mark “Stündenglass” in association with goods further identified in  
7 registration in international class 034.

8 11. The above U.S. registrations are valid, subsisting and in full force and  
9 effect. True and correct copies of the Trademark Registrations are attached hereto  
10 and marked as Exhibit “A.” Hereinafter, GS utilizes the phrase “Stündenglass Marks”  
11 to refer to, collectively, GS’s federally registered, above-listed trademarks.  
12

13 **The Stündenglass Brand in the United States.**

14 12. GS has used the Stündenglass Marks in commerce throughout the  
15 United States, continuously, since 2020, in connection with the manufacturing and  
16 sale of Gravity Infusers and accessories.

17 13. The Stündenglass Marks are distinctive to both the consuming public  
18 and the Plaintiff’s trade. GS’s Stündenglass branded products are made from  
19 superior materials. The superiority of Stündenglass branded products is not only  
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readily apparent to consumers, but to industry professionals as well.

14. The Stündenglass Trademarks are exclusive to GS and appear clearly on GS's Stündenglass Products, as well as on the packaging and advertisements related to the products. GS has expended substantial time, money, and other resources in developing, advertising, and otherwise promoting and protecting these Trademarks. As a result, products bearing GS's Stündenglass Trademarks are widely recognized and exclusively associated by consumers, the public, and the trade as being high-quality products sourced from GS.

15. GS's Stündenglass Products have become some of the most popular of their kind in the world and have also been the subject of extensive unsolicited publicity resulting from their high-quality and innovative designs. Because of these and other factors, the GS brand, the Stündenglass brand, and GS's Stündenglass Trademarks are famous throughout the United States.

16. Since 2020, GS has worked to build significant goodwill in the Stündenglass brand in the United States. GS has spent substantial time, money, and effort in developing consumer recognition and awareness of the Stündenglass brand, via point of purchase materials, displays, through their websites, attending industry trade shows, and through social media promotion.

17. In fact, Stündenglass Products have been praised and recognized by

1 numerous online publications, as well as publications directed to the general public.

2       18. Due to the high quality of the brand and products, GS has collaborated  
3 with numerous celebrities and companies to create collaborations for the  
4 Stündenglass products.

5       19. GS sells its products under the Stündenglass Marks to authorized stores  
6 in the United States, including in California. GS has authorized approximately 3,000  
7 stores in the United States to sell its products. As such, Stündenglass branded  
8 products reach a vast array of consumers throughout the country.

9       20. It is because of the recognized quality and innovation associated with  
10 the Stündenglass Marks that consumers are willing to pay higher prices for genuine  
11 Stündenglass products. For example, a Stündenglass brand Gravity Infuser is priced  
12 at retail at \$599.95, while a counterfeit non-Stündenglass Gravity Infuser with the  
13 fake Stündenglass mark is being sold for a range of \$199 to \$600.

14       21. It is exactly because of their higher sales value that Stündenglass  
15 branded products are targeted by counterfeiters. The counterfeiters tarnish the  
16 Stündenglass brand by unlawfully selling Gravity Infusers that have identical, or  
17 nearly identical, versions of the Stündenglass Marks affixed to products that are made  
18 with inferior or different materials, thereby leading to significant illegitimate profits  
19 by FATIN ALI and KHALID ALI, such as the Defendants in the instant case.

1           22. In essence, the Defendants mislead consumers by selling in their stores  
2 low grade products that take a free ride on the goodwill of the Stündenglass brand,  
3 and in turn, the Defendants reap ill-begotten profits. The Defendants' offering for  
4 sale of counterfeit Stündenglass products contributes to the complete flooding of the  
5 marketplace with Stündenglass counterfeit products, which results in lost sales and  
6 damages to GS and irreparable harm to the Stündenglass brand's image.  
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9           23. Moreover, GS offers a 10-year warranty on its products, and when the  
10 counterfeit products break or need repair, innocent purchasers learn that they do not  
11 have a warranty on the goods, tarnishing GS's public image.  
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14           24. The sale of the counterfeit products also cause harm to GS in that  
15 legitimate store owners will not purchase authentic Stündenglass Gravity Infusers  
16 when stores selling counterfeit products are selling products which appear to be  
17 identical and at half the price which authentic products can be sold.  
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20           25. Unfortunately, the current U.S. marketplace is saturated with counterfeit  
21 Stündenglass products – just like those FATIN ALI AND KHALID ALI, through his  
22 store, ZIGGY'S SMOKE SHOP, is offering for sale. As such, GS has been forced  
23 to scrupulously enforce its rights in order to protect the Stündenglass Marks against  
24 infringement. By exercising its Enforcement Rights, GS has proactively and  
25 successfully policed the unauthorized use of the Stündenglass Marks and/or  
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1 counterfeit Stündenglass branded products nationwide. GS has had to bear great  
2 expense to seek out and investigate suspected counterfeiters in GS's attempt to clean  
3 up the marketplace.

4

5

6 **Defendants' Counterfeiting and Infringing Activities**

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8 26. The Defendants operate a retail smoke shop through which they sell  
9 water pipes, cigarettes, electronic cigarettes, vaporizers, tobacco, and other smoking  
10 related devices.

11 27. The Defendants have offered for sale counterfeit Stündenglass products  
12 with the Stündenglass trademark and without the consent of GS. In fact, they have  
13 offered counterfeit Gravity Infusers bearing imitations of the Stündenglass  
14 Trademarks that were not made or authorized by GS. These are hereinafter the  
15 "Counterfeit Goods."

16 28. Nevertheless, the Defendants have offered for sale in commerce the  
17 Counterfeit Goods, specifically, the Defendants have offered for sale reproductions,  
18 counterfeits, copies and/or colorable imitations of one or more of the Stündenglass  
19 Marks (hereinafter the "Infringing Marks"), detailed above.

20 29. The Defendants have, without the consent of GS, offered for sale in their  
21 store, the Counterfeit Goods bearing the Infringing Marks, bearing the likeness of the  
22 Stündenglass Trademarks in the United States.

1           30. The marks affixed to the Counterfeit Goods that the Defendants have  
2 offered for sale are spurious marks which are identical with, or substantially  
3 indistinguishable from, the Stündenglass Trademarks. The marks on the Counterfeit  
4 Goods are in fact counterfeit marks as defined in 15 U.S.C. § 1116(d).  
5

6           31. Moreover, the products upon which the Counterfeit Marks are affixed  
7 are almost identical to authentic products, so the offering for sale of the almost  
8 identical products with indistinguishable marks causes confusion in the marketplace  
9 among consumers.  
10

11           32. In the ongoing investigation into the sales of counterfeit products  
12 bearing the fake Stündenglass Marks, ZIGGY'S SMOKE SHOP offered for sale  
13 Counterfeit Goods.  
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15           33. Specifically, on May 5, 2022, GS's investigator attended ZIGGY'S  
16 SMOKE SHOP's location, which was open to the public, and observed that it had an  
17 excess of/a Gravity Infuser(s) which appeared to display each of the Stündenglass  
18 Marks. The investigator purchased a Gravity Infuser with each of the three  
19 aforementioned Stündenglass Marks affixed to it, from ZIGGY'S SMOKE SHOP,  
20 for a cost of \$593.99, charged to the account of GS's investigator. Upon physical  
21 inspection by GS' investigator, the product was found to be a counterfeit product in  
22 that it displayed the Infringing Marks.  
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1           34. Attached hereto as Exhibit "B" are the photographic examples of the  
2 Defendants use of the Infringing Marks, taken from the Counterfeit Good. As seen  
3 in the pictures, the Counterfeit Good contained all three of GS's marks on it: U.S.  
4 Trademark Registration Number 6,633,884; U.S. Trademark Registration Number  
5 6,174,292; and U.S. Trademark Registration Number 6,174,291. The Defendants use  
6 of the Counterfeit Marks is substantially indistinguishable, if not identical, to GS's  
7 Marks.

8           35. Upon information and belief, ZIGGY'S SMOKE SHOP has offered for  
9 sale counterfeit gravity infusers having spurious representations of GS' Stündenglass  
10 Marks at its four other retail locations: Ziggy's on Main located at 200 Main St. Unit  
11 115, Huntington Beach, California 92648; Ziggy's OC located at 7005 Katella  
12 Avenue, Cypress, California, 90630; Ziggy's Stockton located at 1235 E Alpine Ave,  
13 Stockton, California 95204; and Ziggy's Tracy located at 1655 Parker Ave, Tracy,  
14 California 95376.

15           36. FATIN ALI AND KHALID ALI authorized, directed, and/or  
16 participated in ZIGGY'S SMOKE SHOP's offer for sale, in commerce, of the  
17 Counterfeit Goods. FATIN ALI AND KHALID ALI's acts were a moving, active,  
18 and conscious force behind ZIGGY'S SMOKE SHOP's infringement of the  
19 Stündenglass Trademarks.

20           37. The Defendants' use of the counterfeit Stündenglass Trademarks began  
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1 after the registration of the Stündenglass Trademarks. Neither GS, nor any of its  
2 authorized agents, have consented to the Defendants' use of the Stündenglass  
3 Trademarks, or any use of reproductions, counterfeits, copies and/or colorable  
4 imitations thereof.  
5

6 38. The unauthorized offering for sale by ZIGGY'S SMOKE SHOP, under  
7 the authority, direction and/or participation of FATIN ALI AND KHALID ALI, of  
8 the Counterfeit Goods was an unlawful act in violation of the Lanham Act, 15 U.S.C.  
9 § 1114 and 15 U.S.C. § 1125(a).  
10

12 39. The offer for sale by the Defendants of the Counterfeit Goods bearing  
13 the Infringing Marks has caused GS to suffer losses and is likely to cause damage to  
14 the goodwill and reputation associated with the Stündenglass Trademarks, which are  
15 owned by GS.  
16

18 40. ZIGGY'S SMOKE SHOP's use of the Stündenglass Marks includes  
19 displaying to offer for sale unauthorized copies of Counterfeit Stündenglass branded  
20 products. ZIGGY'S SMOKE SHOP's offering to sell the Stündenglass counterfeit  
21 products, bearing the Infringing Marks in this manner, was, and is, likely to cause  
22 confusion or to cause mistake and/or deceive consumers who purchase the  
23 Counterfeit Goods.  
24  
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1           41. ZIGGY'S SMOKE SHOP used images and names identical to or  
2 confusingly similar to the Stündenglass Marks, to confuse customers and aid in the  
3 promotion and sales of Counterfeit Goods under the Infringing Marks. The  
4 Infringing Marks affixed to the Counterfeit Goods that ZIGGY'S SMOKE SHOP has  
5 offered for sale are confusingly identical or similar to the Stündenglass Marks that  
6 GS affixes to its Gravity Infusers. The Counterfeit Goods and GS's goods are both  
7 gravity infusers, and marks identical or confusingly similar to the Stündenglass  
8 marks appear on the Infringing Goods.

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11           42. The Defendants' Infringing Goods travel in identical channels of trade  
12 and are sold to identical consumers as Stündenglass genuine goods.  
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17           43. The Gravity Infusers that ZIGGY'S SMOKE SHOP sells and offers for  
18 sale under the Infringing Marks are made of substantially inferior and/or different  
19 materials as compared to genuine Stündenglass brand products.  
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23           44. ZIGGY'S SMOKE SHOP has offered for sale its water pipes under the  
24 Infringing Marks through its retail convenience store.  
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28           45. ZIGGY'S SMOKE SHOP has marketed, advertised, and promoted its  
Counterfeit Goods under the Infringing Marks through point of purchase displays,  
and/or its website, and/or via social media promotion.

46. ZIGGY'S SMOKE SHOP, FATIN ALI, and KHALID ALI's infringing

1 acts as alleged herein have caused and are likely to cause confusion, mistake, and  
2 deception among the relevant consuming public as to the source or origin of the  
3 Counterfeit Goods sold by ZIGGY'S SMOKE SHOP, and are likely to deceive, and  
4 have deceived, the relevant consuming public into mistakenly believing that the  
5 Counterfeit Goods sold by ZIGGY'S SMOKE SHOP originate from, and are  
6 associated or affiliated with, or otherwise authorized by GS.

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8 47. ZIGGY'S SMOKE SHOP, FATIN ALI, and KHALID ALI's acts are  
9 willful with the deliberate intent to trade on the goodwill of the Stündenglass Marks,  
10 cause confusion and deception in the marketplace, and divert potential sales of the  
11 Plaintiff's Gravity Infusers to ZIGGY'S SMOKE SHOP. The Defendants, as  
12 merchants of tobacco shop goods, are held to the standard of having specialized  
13 knowledge in the tobacco shop industry. It is readily apparent that the Defendants, as  
14 merchants, have failed to conduct any reasonable inquiry into the authenticity of the  
15 goods sold by their shop and have acted with at least willful blindness as to GS's  
16 intellectual property rights in the Stündenglass Marks. Here, the Defendants sold a  
17 counterfeit product purporting to be a Stündenglass gravity infuser which lacked the  
18 authentication sticker which the Plaintiff has stated on its website is present on all  
19 authentic Stündenglass products.

20

21 48. ZIGGY'S SMOKE SHOP, FATIN ALI, and KHALID ALI's acts have  
22 caused damage and immediate irreparable harm to GS, the Stündenglass Marks, and  
23

1 to its valuable reputation and goodwill with the consuming public for which GS has  
2 no adequate remedy at law.

3  
4 49. As a proximate result of the unfair advantage accruing to FATIN ALI,  
5 KHALID ALI, and ZIGGY'S SMOKE SHOP's business from deceptively trading on  
6 GS's advertising, sales, and consumer recognition, FATIN ALI, KHALID ALI, and  
7 ZIGGY'S SMOKE SHOP have made profits and gains to which they are not in law  
8 or equity entitled.

9  
10 50. The injuries and damages sustained by GS has been directly and  
11 proximately caused by ZIGGY'S SMOKE SHOP, FATIN ALI, and KHALID ALI's  
12 offers for sale of their goods bearing infringements or counterfeits of the  
13 Stündenglass Marks.

14  
15 51. Through such business activities, FATIN ALI, KHALID ALI, and  
16 ZIGGY'S SMOKE SHOP purposefully derived direct benefits from their interstate  
17 commerce activities by targeting foreseeable purchasers in the State of California,  
18 and in doing so, have knowingly harmed GS.

19  
20 52. Furthermore, the sale and distribution of Counterfeit Goods by  
21 ZIGGY'S SMOKE SHOP has infringed upon the above-identified federally  
22 registered trademarks.

53. The spurious marks or designations used by ZIGGY'S SMOKE SHOP in interstate commerce are identical with, or substantially indistinguishable from, the Stündenglass Marks on goods covered by the Stündenglass Marks. Such use therefore creates a false affiliation between ZIGGY'S SMOKE SHOP, GS, and the Stündenglass Marks.

54. Due to the actions of FATIN ALI, KHALID ALI, and ZIGGY'S SMOKE SHOP, GS has been forced to retain the undersigned counsel and pay the costs of bringing an action forward. FATIN ALI, KHALID ALI, and ZIGGY'S SMOKE SHOP should be responsible for paying GS's reasonable costs of the action.

55. FATIN ALI, KHALID ALI, and ZIGGY'S SMOKE SHOP's acts have damaged, and will continue to damage GS, and GS has no adequate remedy at law.

56. Moreover, ZIGGY'S SMOKE SHOP, FATIN ALI, and KHALID ALI's wrongful acts will continue unless enjoined by the Court. Accordingly, FATIN ALI AND KHALID ALI and ZIGGY'S SMOKE SHOP must be restrained and enjoined from any further counterfeiting or infringement of the Stündenglass Marks.

**Count One**

**Federal Trademark Counterfeiting and Infringement, 15 U.S.C. § 1114**

57. The Plaintiff avers Paragraphs 1 through 56, which are stated above and incorporate the allegations therein, as though they are fully restated in this Count by reference.

1           58. GS owns the federally registered Stündenglass Trademarks, as set forth  
2 in more detail in the foregoing paragraphs.

3           59. The Defendants, without authorization from GS, have used in commerce  
4 a spurious designation that is identical with, or substantially indistinguishable from,  
5 the Stündenglass Trademarks on the same goods covered by the Stündenglass  
6 Trademarks.

7           60. The Defendants' unauthorized use of counterfeit marks of the registered  
8 Stündenglass Trademarks on and in connection with the Defendants' offer for sale in  
9 commerce is likely to cause confusion or mistake in the minds of the public.

10           61. The Defendants' conduct as alleged herein is willful and intended to  
11 cause confusion, mistake, or deception as to the affiliation, connection, or association  
12 of the Defendants, with GS or the Stündenglass Trademarks.

13           62. The Defendants' acts constitute willful trademark infringement in  
14 violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

15           63. The Defendants' actions constitute the use by the Defendants of one or  
16 more "counterfeit mark(s)" as defined in 15 U.S.C. § 1116(d)(1)(B).

17           64. The Defendants' use in commerce of the counterfeit Stündenglass  
18 Trademarks has resulted in lost profits and business to GS, which are difficult to  
19

1 determine. The Defendants have also, by selling counterfeit Stündenglass products,  
2 caused considerable damage to the goodwill of the Stündenglass Trademarks, and  
3 diminished the brand recognition of the Stündenglass Trademarks by introducing  
4 counterfeit products into the marketplace.  
5

6 65. By reason of the foregoing, the Plaintiff is entitled to, among other  
7 relief, injunctive relief, an award of statutory damages, and costs of the action under  
8 Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with  
9 prejudgment and post-judgment interest.  
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11

12 **Count Two**  
13 **Federal False Designation of Origin 15 U.S.C. § 1125(a)**

14 66. The Plaintiff avers Paragraphs 1 through 55, which are stated above and  
15 incorporate the allegations therein, as though they are fully restated and incorporated  
16 in this Count by reference.  
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19 67. GS owns the federally registered Stündenglass Trademarks, as set forth  
20 in more detail in the foregoing paragraphs.  
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23 68. The Defendants, without authorization from GS, have used in commerce  
24 spurious designations that are identical with, or substantially indistinguishable from,  
25 the Stündenglass Trademarks on the same goods covered by the Stündenglass  
26 Trademarks.  
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1           69. The Defendants' unauthorized use of counterfeit marks of the registered  
2 Stündenglass Trademarks on and in connection with the Defendants' offers for sale  
3 in commerce is likely to cause confusion or mistake in the minds of the public.  
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5           70. The Defendants' unauthorized use in commerce of the Stündenglass  
6 Trademarks as alleged herein constitutes use of a false designation of origin and  
7 misleading description and representation of fact in violation of Section 43(a) of the  
8 Lanham Act, 15 U.S.C. § 1125(a).  
9

10          71. The Defendants' conduct as alleged herein is willful and is intended to,  
11 and is likely to, cause confusion, mistake, or deception as to the affiliation,  
12 connection, or association of the Defendants, with GS or the Stündenglass  
13 Trademarks.  
14

15          72. The Defendants' conduct as alleged herein is causing immediate and  
16 irreparable harm and injury to GS, and to the goodwill and reputation of the  
17 Stündenglass Trademarks. Moreover, it will continue to cause damage to GS and  
18 confuse the public unless enjoined by this Court.  
19

20          73. GS has no adequate remedy at law.  
21

22          74. By reason of the foregoing, the Plaintiff is entitled to, among other  
23 relief, injunctive relief, an award of statutory damages, and costs of the action under  
24 Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116, 1117, together with  
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prejudgment and post-judgment interest.

## **PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff, GS HOLISTIC, LLC, respectfully requests the following relief against the Defendants, as follows:

1. With regard to Plaintiff's Count I for trademark infringement:
  - a. Statutory damages under 15 U.S.C. § 1117(c);
  - b. Costs of suit; and
  - c. Joint and several liability for FATIN ALI AND KHALID ALI, and other officers, and directors, for the knowing participation in the counterfeiting activities of THE FIRM ENTERPRISES, INC..
2. With regard to Plaintiff's Count II for false designation and unfair competition:
  - a. Disgorgement of profits under 15 U.S.C. § 1117(a);
  - b. Treble damages under 15 U.S.C. § 1117(b);
  - c. Costs of suit; and
  - d. Joint and several liability for FATIN ALI AND KHALID ALI, and other officers, and directors, for the knowing participation in the

1 counterfeiting activities of THE FIRM ENTERPRISES, INC..  
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3 3. Preliminarily and permanently enjoining THE FIRM ENTERPRISES,  
4 INC. and its agents, employees, officers, directors, owners, representatives, successor  
5 companies, related companies, and all persons acting in concert or participation with  
6 it from:

7 a. The import, export, making, manufacture, reproduction, assembly,  
8 use, acquisition, purchase, offer, sale, transfer, brokerage,  
9 consignment, distribution, storage, shipment licensing, development,  
10 display, delivery, marketing, advertising or promotion of the  
11 counterfeit Stündenglass product identified in the Complaint and any  
12 other unauthorized Stündenglass product, counterfeit, copy or  
13 colorful imitation thereof;

14 4. Pursuant to 15 U.S.C. § 1116(a), directing THE FIRM ENTERPRISES,  
15 INC. to file with the Court and serve on the Plaintiff's within thirty (30) days after  
16 issuance of an injunction, a report in writing and under oath setting forth in detail the  
17 manner and form in which THE FIRM ENTERPRISES, INC. has complied with the  
18 injunction;

19 5. For an order from the Court requiring that the Defendants provide  
20 complete accountings and for equitable relief, including that the Defendants disgorge  
21

1 and return or pay their ill-gotten gains obtained from the illegal transactions entered  
2 into and/or pay restitution, including the amount of monies that should have been  
3 paid if the Defendants had complied with their legal obligations, or as equity requires;  
4

5 6. For an order from the Court that an asset freeze or constructive trust be  
6 imposed on all monies and profits in the THE FIRM ENTERPRISES, INC.'s  
7 possession, which rightfully belong to the Plaintiff;  
8

9 7. Pursuant to 15 U.S.C. § 1118 requiring that the Defendants and all  
10 others acting under the Defendants' authority, at its cost, be required to deliver up to  
11 the Plaintiff for destruction all products, accessories, labels, signs, prints, packages,  
12 wrappers, receptacles, advertisements, and other material in their possession, custody  
13 or control bearing any of the Stündenglass Trademarks.  
14

16 8. For any other and further relief as the Court may deem just and  
17 equitable.  
18

21 **Demand for Jury Trial**

22 The Plaintiff demands a Jury Trial on all issues so triable.  
23

24 Date: June 18, 2024  
25

26 Respectfully submitted,  
27

28 */s/ Tomas Carlos Leon.*

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